Restriction information including but not limited to call completion.

- 6.1.6.7 DA data shall specify whether the customer is a residential, business, or government subscriber. Additionally, data must include all levels of indentation and all levels of information specified in "Directory Assistance Data Information Exchanges and Interfaces" below.
- 6.1.6.8 DA data shall be provided on the same terms, conditions, and rates that ILEC provides to itself or other third parties.
- 6.1.6.9 ILEC shall provide complete refresh of the DA data upon request by MCIm.
- 6.1.6.10 MCIm will designate a technically feasible point at which the data will be provided.

6.2 Systems Interfaces and Exchanges

6.2.1 Basic 911 and E911 Information Exchanges and Interfaces

- 6.2.1.1 ILEC shall provide MCIm a data link to the ALI/DMS database or permit MCIm to provide its own data link to the ALI/DMS database. ILEC shall provide error reports from the ALI/DMS database to MCIm immediately after MCIm inputs information into the ALI/DMS database. Alternately, MCIm may utilize ILEC or a third party entity to enter subscriber information into the database on a demand basis, and validate subscriber information on a demand basis.
- 6.2.1.2 ILEC and MCIm shall arrange for the automated input and periodic updating of the E911 database information related to MCIm end users. ILEC shall work cooperatively with MCIm to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide (MSAG). ILEC shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association (NENA) Version #2 format.

6.2.1.3 The ALI database shall be managed by ILEC, but is the property of ILEC and all participating telephone companies. The interface between the E911 Switch or Tandem and the ALI/DMS database for MCIm subscriber shall meet industry standards.

6.2.2 Directory Assistance Data Information Exchanges and Interfaces

6.2.2.1 Subscriber List Information

- 6.2.2.1.1 ILEC shall provide to MClm, within thirty (30) days after the Effective Date of this Agreement, or at MCIm's request, all published Subscriber List Information (including such information that resides in ILEC's master subscriber system/accounts master file) via an electronic data transfer medium and in a format which is acceptable to MCIm, on the same terms and conditions and at the same rates that the ILEC provides Subscriber List Information to itself or to other third parties. All changes to the Subscriber List Information shall be provided to MCIm on the same day as the change occurred through the electronic data transfer medium used to transmit the initial Subscriber List Information. Both the initial List and all subsequent Lists shall indicate for each customer whether the customer is classified as residence or business class of service.
- 6.2.2.2 This section addresses data format requirements and data inclusion requirements for directory assistance data information exchange between ILEC and MCIm. ILEC shall provide MCIm the following:
 - 6.2.2.2.1 List of NPA-NXX's relating to the listing records being provided.
 - 6.2.2.2.2 List of Directory Section names and their associated NPA-NXX's.
 - 6.2.2.2.3 List of Community Names expected to be associated with each of the NPA-NXX's for which

listing records shall be provided.

- 6.2.2.2.4 List of Independent Company names and their associated NPA-NXX's for which their listing data shall be included in ILEC's listing data.
- 6.2.2.2.5 List of Independent Company names and their associated NPA-NXXs for which their listing data is a part of ILECs directory database, but ILEC is not to provide the listing data to MCIm under this request.
- 6.2.2.2.6 Listing volume totals by directory section, NPA, and state.
- 6.2.2.2.7 Average daily update volume by directory section, NPA, and state.
- 6.2.2.2.8 Identify any area wide or universal service numbers which may be listed. Identify the telephone number to be provided to callers outside the servicing area.
- 6.2.2.2.9 Identify any listing condition(s) unique to ILEC's serving area which may require special handling in data processing in the directory. Indented Listings (Captions) should be identified and delivered handled as specified.
- 6.2.2.3 Considerations Relating to an Indented Listing (Caption) Set Requirements
 - 6.2.2.3.1 Use of line numbers, or other methods, to ensure the integrity of the caption set and identify the sequence or placement of a listing record within the caption set. A sufficient range of numbers between listing records is required to allow for the expansion of the caption set. A method is also required to permit the caption header record to be identified, but each level of indent is not required to be recapped; placement of the indent is based on line number. This method does require stringent edits to ensure the integrity of the caption set.

- 6.2.2.3.2 Use of guideline or recapped data to identify previously established header and subheader records for placement of data within the caption set. This permits flexibility to easily expand the caption set. This method also requires that, in addition to the caption header record, each level of indent be recapped in order to properly build the caption set.
- 6.2.2.3.3 In order to maintain the integrity of caption replacement, with end-of-day cumulative effect, one OUT record must be sent to delete the entire caption set, followed by IN activity each listing record within the caption set.
- 6.2.2.3.4 MCIm requires listing instruction codes on the service order which indicate how the set is to appear in the published directory.
- 6.2.2.4 Data Processing Requirements: ILEC and MCIm shall mutually agree to standards on the following data processing requirements:
 - 6.2.2.4.1 Identify type of tape to be used in sending the test and initial load data. For example, reel or cartridge tape. Due to the size of an initial load, it would be generally expected to be on tape and the daily update activity via another media, such as NDM.
 - 6.2.2.4.2 Identify tape or dataset label requirements.
 - 6.2.2.4.3 Identify tracking information requirements. For example, use of header and trailer records for tracking date and time, cycle numbers, sending and receiving site codes, volume count for the given tape/dataset. It may also be helpful to have some filler fields for future use.
 - 6.2.2.4.4 Identify dates MCIm should not expect to receive daily update activity.
 - 6.2.2.4.5 Data should be received in uppercase. An asterisk (*) should be used advise of the need to apply the reverse capitalization rule. However, if the

provider determines to provide the listing data from a database that has already messaged the data and applied the capitalization rules, the asterisk may be omitted.

- 6.2.2.4.6 Identify information that shall enable MCIm to identify listings within an indented list (caption) set. For example:
 - 6.2.2.4.6.1 When a particular listing has been designated to be filed as the first listing for a given level (0-7) of indent usually out of alpha sequence.
 - 6.2.2.4.6.2 When an alternate call listing (e.g. If no answer) relates to multiple preceding listings of the same level.
- 6.2.2.4.7 Identify any other pertinent information needed to properly process the data.

6.2.2.4 Listing Types

LISTED

The listing information is available for all directory

requirements.

NON-LISTED

The listing information is available to all directory requirements, but the information does not appear in

the published street directory.

NON-PUBLISHED

A directory service may confirm, by name and address, the presence of a listing, but the telephone number is not available. MCIm may confirm the address, but is not permitted to receive the non-published telephone number. The listing information is not available in either the published directory or directory assistance.

6.2.2.5 Listing Styles

LISTING STYLE

DESCRIPTION

STRAIGHT LINE

All listing information is formatted in a straight line.

Data generally consists of Name, Address,

Community, and Telephone Number. Additional data
may consist of dialing instructions or other general
information relating to the listing.

INDENTED LISTING SET -STRAIGHT LINE

UNDER (SLU)

INDENTED LISTING

SET -

CAPTION SET

Two or more listing records relating to the same listed customer. The first is formatted as a straight line listing with the additional listing(s) indented one degree under the straight line listing.

Formatted with one listing header record and multiple indented listing records. See detailed description below.

INDENTED LISTING (CAPTION) SET

HEADER RECORD Contains listed name; address and telephone

number data fields are blank.

SUB-HEADER RECORD/

LISTING

May contain name data only, or may include address and telephone number data. Associated

subordinate records may, or may not be present.

INDENTED NAME

LISTING

Contains name data, may or may not have address

data, and telephone number data.

INDENTED ADDRESS

LISTING

Contains address and telephone number data; the

name data text field is blank.

LEVEL OF INDENT Header record is zero (0), sub-header and indented

records range from 1 - 7.

6.2.2.6 Data Field Elements

Requirements for Initial Processing and Daily Update Activity

DATA FIELD	DATA ELEMENT	FIELD LENGTH
ACTION CODE	A = Add I = In D = Delete or O = out	Required: 1 alpha character
RECORD NUMBER	Sequentially assigned number to each record for a given process (test, initial load, or update activity). Number assignment begins with 00000001 and is incremented by 1 for each record on the file.	Required: 8 digits
NPA	Area code relating to the directory section the record is to be listed.	Required: 3 digits
COMPANY IDENTIFIER	The 4-character company code as defined in Section 8 of the National Exchange Carrier Association, Inc. Tariff.	Required: 4 digits
DIRECTORY	Name of the directory section	Required: Maximum of 50

ADDRESS

STREET NAME

alpha characters where the record is to be listed. **SECTION** Optional: 1 alpha character F = Foreign LISTING C = Cross-Reference **IDENTIFIER** E = Enterprise (WX number requiring operator assistance to connect the call) W = Wide area or universal service Required: Maximum of 3 FILE PLACEMENT B = Business (4) alpha characters = Residence (1) R = Government (2) G BR = Business & Residence (5) BG = Business & Government (6) BRG = Business, Residence, & Government (7) LISTING TYPE Required: Maximum of 2 L = Listed N = Non-Listed alpha characters NP = Non-Published LISTING STYLE S = Straight line Required: 1 alpha I = Indented listing set character An Indented listing relates to either a caption or Straight Line Under (SLU) set listing. INDENT LEVEL = Non-indented record Required: 1 digit 1 - 8 = Level of indented record **ADDRESS** For example: 123, A-123, 123-1/2 Optional: Maximum of 20 alphanumeric characters, HOUSE NUMBER including hyphen, space, and slash ADDRESS PRE-For example: N, S, E, W, NE, SW, Optional: Maximum of 5 NORTH DIRECTIONAL alpha characters

For example: Main, Peachtree-

Dunwoody, HWY 75 at Exit 30

Optional: Maximum of 100

alpha, alphanumeric

characters, including

spaces and hyphens.

ADDRESS SUFFIX OR THOROUGHFARE

For example: SUITE 160, ST, or

WAY

Optional: Maximum of 20 numeric, alpha, or

alphanumeric characters

ADDRESS POST DIRECTION

For example: N, S, NE, SW

Optional: Maximum of 5 alpha characters

ADDRESS ZIP CODE

5-digits or ZIP + 4

Optional: Maximum of 10 digits, including the hyphen when using ZIP + 4

COMMUNITY NAME

Identifies the name of the community associated with the listing record. See Glossary for more details

Maximum of 50 alphanumeric characters, including spaces and hyphen

STATE NAME ABBREVIATION

Identifies the state associated with the community name; 2-character state abbreviation used by the US Postal Office. Maximum of 2 alpha characters

INFORMATION TEXT

Miscellaneous information relating to the listing. Including, but not limited to, for example: TOLL FREE DIAL 1 & THEN, CALL COLLECT, or TDD ONLY. The various types of Information Text must be identified to MCIm.

Optional: Maximum of 250 alpha, numeric, or alphanumeric characters

NAME - FIRST WORD Sumame of a Residence or Business listing, or first word of a Business or Government listing

Multi-word or hyphenated surnames should be treated as one word.

Required for a zero (0) level record.

Optional if an indented (level 1-8) record, unless the name text present in the indented record relates to a Surname.

Maximum of 50 alpha, numeric, alphanumeric, or special characters NAME -SUBSEQUENT WORD(S)

Given name and/or initial(s) of a Surname listing or Additional word(s) for a Business or Government listing

Expected if the First Word is the Surname of a Residence or Business listing. Maximum of 250 alpha, numeric, special, or alphanumeric characters.

LINEAL DESCENT e.g. SR, JR, III. If Lineal Descent data cannot be uniquely identified, it should be included with the Listed Name Subsequent Word(s) data and placed at the end of the name data.

Optional: Maximum 10 alpha characters

TITLE(s)

e.g. MRS, LT COL, RET SGR, DR. Multiple titles are acceptable. If title data cannot be uniquely identified, it should be included with the Listed Name Subsequent Word(s) data and placed at the end of the name data stream. If lineal descent is also in the Listed Name Subsequent Word(s) data field, title data should be placed following the lineal descent data.

Optional: Maximum of 20 alpha characters

DEGREE

e.g. MD, CPA, PHD. Multiple degrees are acceptable. If degree data cannot be uniquely identified, it should be included with the Listed Name Subsequent Word(s) data and placed at the end of the name data stream. If lineal descent and/or title data is also present, it should follow title data.

Optional: Maximum of 20 alpha characters

NICKNAME

Another name the listed customer may be known by.

Optional: Maximum of 20 alpha characters

BUSINESS DESIGNATION Term used to identify the listed customer's profession, business, or location, e.g. ATTY, CARPETS,

OFC

Optional: Maximum of 50 alpha characters

STANDARD TELEPHONE NUMBER *

NPA NXX-LINE

Optional: 12 characters, including space and hyphen

NON-STANDARD TELEPHONE NUMBER * Telephone numbers less than or more than the standard telephone number.

Optional: Minimum of 1 digit, maximum of 22 characters, including spaces and hyphens

^{*} Either a Standard or Non-standard telephone is required for a zero level record unless the record is a Cross-reference listing or an Indented Listing (caption) Set record. A telephone number may, or may not be present on an Indented Listing Set record for level(s) 0-7.

6.3 Standards

6.3.1 ILEC shall adopt use of a Carrier Code (NENA standard five-character field) on all ALI records received from MCIm. The Carrier Code will be used to identify the carrier of record in INP configurations. The NENA Carrier Code for MCIm is "MCIm".

6.4 Performance Measurements and Reporting

- 6.4.1 MCIm shall provide information on new customers to ILEC within one (1) business day of the order completion. ILEC shall update the database within one (1) business days of receiving the data from MCIm. If ILEC detects an error in the MCIm provided data, the data shall be returned to MCIm within two (2) business days from when it was provided to ILEC. MCIm shall respond to requests from ILEC to make corrections to database record errors by uploading corrected records within two (2) business days. Manual entry shall be allowed only in the event that the system is not functioning properly.
- 6.4.2 ILEC shall provide to MCIm, at a minimum, performance metrics and service results regarding speed of answer, average work time, abandoned from queue measurements, and disaster recovery plans/procedures.
- 6.4.3 ILEC shall notify MCIm 48 hours in advance of any scheduled testing or maintenance affecting MCIm 911 service, and provide notification as soon as possible of any unscheduled outage affecting MCIm 911 service.
- 6.4.4 In a resale situation where it may be appropriate for ILEC to update the ALI database, it must be updated with MCIm data in an interval no less than is experienced by ILEC customers, or than for other carriers, whichever is faster, at no additional cost.
- 6.4.5 MClm may, at its discretion, further require additional and/or modified reporting as business needs demand.

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Business Function	Solution* (Jan 1, 1997 or alternative timeframe)	Real-Time Access to Data	Real-Time Transaction Processing	Interval	Key Characteristics	Interim Solution
Subscriber Information				1		
ILEC provides all published Subscriber List Information	Electronic Interface - within 30 days of Agreement	N	N/A	One- time only	•	To be negotiated
ILEC provides MCIm with changes to Subscriber List Information	Electronic Interface	N	N/A	same day as change s occurs	•	To be negotiated
ILEC provides all Street Address Guide Information (SAG)	Electronic Interface	N	N/A	· One- time only	•	To be negotiated
ILEC provides changes to Street Address Guide Information (SAG)	Electronic Interface	N	N/A	same day as change s occur	•	To be negotiated
Other Information						
ILEC provides MCIm PICs available at a central office level	Electronic Interface		N/A		•	To be negotiated

^{*} All system availability is operational twenty-four (24) hours a day, seven (7) days a week unless otherwise specified. ILEC will cooperate with MCIm to develop electronic bonding for those interfaces where real-time, transparent access to data and systems transactions are required.

Business Function	Solution* (Jan 1, 1997 or alternative timeframe)	Real-Time Access to Data	Real-Time Transaction Processing	Interval	Key Characteristics	Interim Solution
MCIm views customer profile information at the line and trunk level	Electronic Interface	Y	N/A	N/A	 MCIm on-line function Data access is transparent to user (integrated with MCIm systems) 	To be negotiated
2. MCIm views all features and services, including new services, trial offers and promotions available through ILEC	Electronic Interface	Y	N/A	N/A	 MCIm on-line function Data access is transparent to user (integrated with MCIm systems) Data will be available by end-office 	To be negotiated
3. MCIm views all services and features technically available from each switch that ILEC may use to provide a Local Switching element.	Electronic Interface	Y	Y	N/A	 MCIm on-line function Data access is transparent to user (integrated with MCIm systems) Data will be available by end-office 	To be negotiated
Telephone Number Reservations						
MCIm views available list of telephone numbers	Electronic Interface	Y	N/A	N/A	MCIm on-line function Data access is transparent to user	To be negotiated

^{*} All system availability is operational twenty-four (24) hours a day, seven (7) days a week unless otherwise specified. ILEC will cooperate with MCIm to develop electronic bonding for those interfaces where real-time, transparent access to data and systems transactions are required.

Business Function	Solution* (Jan 1, 1997 or alternative timeframe)	Real-Time Access to Data	Real-Time Transaction Processing	Intérval	Key Charactéristics	Interim Solution
2. MCIm reserves/assigns telephone numbers for simple and complex services from available ILEC list/number service system	ooth Interface	Y	Y	N/A	 MCIm on-line function Data access and processing is transparent to user 	To be negotiated
ILEC provides confirmation of simple number reservation	tion Electronic Interface	Y	Y	N/A	•	To be negotiated
ILEC provides confirmation of complex number reservation	ion Electronic Interface	N	N	within 24 hours	•	To be negotiated
Order Submission						
MCIm submits order for desired resold features services, Local Services unbundled elements and combinations of elements from ILEC	and interface b, d/or	Y	Y	N/A	 MCIm on-line function Order is processed real-time Data access and processing is transparent to user (integrated with MCIm systems) 	To be negotiated

^{*} All system availability is operational twenty-four (24) hours a day, seven (7) days a week unless otherwise specified. ILEC will cooperate with MCIm to develop electronic bonding for those interfaces where real-time, transparent access to data and systems transactions are required.

Business Function	Solution* (Ján 1, 1997 or alternative timeframe)	Real-Time Access to Data	Real-Time Transaction Processing	Interval	Koy Characteristics	Interim Solution
MCIm orders local, intraLATA, InterLATA, and international service on a single order	Electronic Interface	Y	Y	N/A	 MCIm on-line function Order is processed real-time Data access and processing is transparent to user (integrated with MCIm systems) 	To be negotiated
3. MCIm requests suspension, termination or restoration of service	Electronic Interface	Υ	Y	N/A	•	To be negotiated
MCIm adjusts pending order due dates	Electronic Interface	Y	Y	N/A	 MCIm on-line function Adjustment is processed real-time Data access and processing is transparent to user (integrated with MCIm systems) 	To be negotiated
OrderTracking						
ILEC provides acknowledgment or rejection of Service Orders to MCIm	Electronic Interface	Y	Υ	within 1 hour	 Although the interval period is 1 hour, the order is updated real- time to reflect the acknowledgment or rejection 	To be negotiated

^{*} All system availability is operational twenty-four (24) hours a day, seven (7) days a week unless otherwise specified. ILEC will cooperate with MCIm to develop electronic bonding for those interfaces where real-time, transparent access to data and systems transactions are required.

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Business Function	Solution* (Jan 1, 1997 of alternative timeframe)	Real-Time Access to Data	Real-Time Transaction Processing	Interval	Key Characteristics	Interim Solution
ILEC provides errors in Service Orders to MCIm	Electronic Interface	Y	Y	N/A	•	To be negotiated
3. ILEC provides FOC to MCIm	Electronic Interface	N	Y	within 4 hours	Includes all components of order	To be negotiated
Provisioning						
ILEC provides delay notification to MCIm	Electronic Interface	Y	Y	N/A		To be negotiated
ILEC provides completion notification to MCIm	Electronic Interface	Y	Y	within 1 hour	•	To be negotiated
3. MCIm schedules service installations	Electronic Interface	Y	Y	N/A	 MCIm on-line function Request is processed real-time Data access and processing is transparent to user (integrated with MCIm systems) 	To be negotiated
ILEC provides charges on special construction to MCIm	Electronic Interface	Y	Y	N/A	•	ILEC's LCSC will immediately notify MCIm by phone

^{*} All system availability is operational twenty-four (24) hours a day, seven (7) days a week unless otherwise specified. ILEC will cooperate with MCIm to develop electronic bonding for those interfaces where real-time, transparent access to data and systems transactions are required.

Business Function	Solution* (Jan 1, 1997 or ältärhative timeframe)	Real-Time Access to Data	Real-Time Transaction Processing	Interval	Key Characteristics	Interim Solution
5. ILEC supplies MCIm with Due Date Interval Guides/Job Aids	Electronic Interface	Y	N	N/A	•	To be negotiated

^{*} All system availability is operational twenty-four (24) hours a day, seven (7) days a week unless otherwise specified. ILEC will cooperate with MCIm to develop electronic bonding for those interfaces where real-time, transparent access to data and systems transactions are required.

Business Function	Solution* (Jan 1,	Real-Time	Real-Time	Interval	Key Char
	1997 or	Access to	Transaction ·		
	alternative	Data	Processing	* . · ·	
	timeframe)	·			

^{*} All system availability is operational twenty-four (24) hours a day, seven (7) days a week unless otherwise specified. ILEC will cooperate with MCIm to develop electronic bonding for those interfaces where real-time, transparent access to data and systems transactions are required.

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ATTACHMENT X

Credits for Performance Standards Failures

Section 1. General

- 1.1 ILEC shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements and Performance Standards (collectively referred to herein as "Performance Standards") that are specified in this Agreement. In addition, ILEC's performance under this Agreement shall provide MCIm with the capability to meet Performance Standards that are at least equal to the highest level that ILEC provides or is required to provide by law or its own internal procedures, whichever is higher. In the event that the Performance Standards specified in the Agreement are different than the standards or measurements that ILEC provides or is required to provide by law or its own internal procedures, the highest Performance Standard shall apply.
- 1.2 ILEC and MCIm agree that delays in the provision of services, failures to meet the Performance Standards required by this Agreement and delays in providing Customer Usage Data in accordance with the requirements of this Agreement, will cause MCIm to suffer damages. The credits set forth in this Attachment X are intended to compensate MCIm, partially and immediately, for the loss in value caused by ILEC's failure to meet Performance Standards, and are not intended to be liquidated damages.
- 1.3 In the event that any service is not installed, provisioned, or maintained in accordance with the Due Dates specified in this Agreement, ILEC shall grant MCIm a credit ("Delay Credit") calculated as provided herein.
- 1.4 In the event that a service fails to meet the Performance Standard requirements imposed by this Agreement (or is interrupted causing loss of continuity or functionality), ILEC shall grant MCIm a credit ("Performance Failure Credit"), as set forth herein.
- 1.5 In the event that Customer Usage Data is not provided within the time period required by this Agreement, or in the event that Customer Usage Data is not provided in accordance with the specifications of this Agreement, ILEC shall pay to MCIm an amount ("Customer Usage Credit") calculated as provided herein.

- 1.6 MCIm also shall have the option to obtain an alternative service from ILEC to replace service for which a Performance Failure Credit or Delay Credit is due. ILEC will be responsible for any amounts (including installation charges) in excess of the otherwise applicable charges under this Agreement for the affected service. MCIm may obtain an alternative service from another vendor, if available. MCIm shall choose the least costly service provided by such vendor that reasonably meets its needs, shall subscribe to such service for the minimum commercially available period and shall move all affected traffic to the newly installed, repaired or restored service as soon as possible after the end of such period. ILEC shall be fully responsible for all obligations and shall pay in full all charges associated with the cost of such replacement service. Any minimum volume commitments shall be reduced by the amount of service which MCIm has substituted.
- 1.7 ILEC and MCIm agree that remedies at law alone are inadequate to compensate MCIm for failures to meet the Performance Standard requirements specified by this Agreement, failures to install or provision services in accordance with the Due Dates specified in this Agreement, or for failures to provide Customer Usage Data in accordance with this Agreement. MCIm shall have the right to seek injunctive relief and other equitable remedies (in addition to remedies provided in this Agreement, at law and through administrative process) to require ILEC (i) to cause the service ordered by MCIm to meet the Performance Standards specified by this Agreement, (ii) install or provision service ordered by MCIm within the Due Dates specific in this Agreement and (iii) to provide Customer Usage Data in accordance with this Agreement.

Section 2. Credits for Failure to Meet Performance Standards

ILEC shall pay to MCIm the amount of any credits due hereunder, or MCIm may, at MCIm's option, offset against charges due to ILEC the amounts specified in this Attachment for delays in the provision of services, failures to meet the Performance Standards required by this Agreement or delays in the provision of Customer Usage Data or failures to provide such data in accordance with the requirements of this Agreement. Unless otherwise specified by MCIm, performance against Performance Standards will be measured on a monthly basis.

Section 3. Delay Credits.

- 3.1 Customer-Specific Services.
 - 3.1.1 If ILEC does not satisfy any Performance Standard related to: (i) a deadline for the provisioning to MCIm of Local Resale, (ii) a deadline for the provisioning of service or support functions related

to Local Resale, or (iii) the delivery date(s) for error-free provisioning of Network Elements or Local Interconnection, ILEC will be liable to MCIm for a credit for each and every order for service that has been delayed or not properly completed.

3.1.2 Credits shall consist of: (i) a waiver of any associated provisioning/installation charge; and (ii) a delay credit equal to the associated monthly charge for the service for each month or partial month of delay.

3.2 Non-Customer Specific Services.

- 3.2.1 If ILEC fails to satisfy any Performance Standard related to the delivery dates for error-free provisioning Network Elements (Attachments III and VIII), ILEC will be liable to MCIm for a Delay Credit for each and every order for non-customer specific Network Elements that has been delayed or not properly completed.
- 3.2.2 The Delay Credit shall consist of: (i) a waiver of any associated provisioning/installation charge; and (ii) a delay credit equal to \$25,000 per day for each day of delay.

Section 4. Performance Failure Credits

4.1 If ILEC fails to satisfy any Performance Standard specified in this Agreement, ILEC will be liable for a Performance Failure Credit in the amounts set forth below for each and every outage/trouble call that is not restored/resolved in the specified interval.

Interval	Standard	Performance Failure Credit (per line or equivalent DSO
		circuit per 24 hour period
		or part thereof)

Outage Requiring Premises Visit*

4 hours	90%	\$ 50.00
8 hours	95%	\$ 75.00
16 hours	99%	\$100.00

Outage Not Requiring Premises Visit